

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1	
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE 24-Aug-2001		4. REQUISITION/PURCHASE REQ. NO. W68MD9-1183-8398		5. PROJECT NO.(If applicable)	
6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755		CODE DACA67		7. ADMINISTERED BY (If other than item 6)		CODE	
				See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X		9A. AMENDMENT OF SOLICITATION NO. DACW67-01-B-0018	
				X		9B. DATED (SEE ITEM 11) 03-Aug-2001	
						10A. MOD. OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended.							
Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A.THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B.THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C.THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D.OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Intake Gantry Crane Main Hoist Modernization, Libby Dam, Montana 1. The purpose of this Amendment is to incorporate revised Special Clauses SC-1 and SC-2, and Section 01005. 2. The time and date set for Bid Opening remains at 2:00 p.m. local time 6 Sep 2001. 3. NOTICE TO BIDDERS: Bidders must acknowledge receipt of this Amendment by number and date on bid or by telegram. Please mark outside of the envelope in which the bid is enclosed to show Amendment received. Enclosures Special Clause SC-1 Special Clause SC-2 Section 01005							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 24-Aug-2001	

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SPECIAL CLAUSES

SC-1. COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (FAR 52.211-10).

The Contractor shall be required to (a) commence work under this Contract within ~~40~~ 5 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use ~~not later than 120 calendar days after~~ within the number of calendar days specified below from the date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises. **See Section 01005, SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS, for additional construction scheduling requirements.**

		<u>Completion Dates or Calendar Days for Completion</u>
<u>SC-1.1</u>	<u>Remove and ship to refurbishment supplier all Intake Crane components scheduled to be refurbished, and remove all Intake Crane components scheduled to be replaced.</u>	<u>10 calendar days after notice to proceed for project</u>
<u>SC-1.2</u>	<u>All other work for Base Item 0001</u>	<u>15 April 2002</u>
<u>SC-1.3</u>	<u>All work for Optional Item 0002</u>	<u>31 July 2002</u>
<u>SC-1.4</u>	<u>All work for Optional Item 0003</u>	<u>31 August 2002</u>

SC-1.5 The completion dates are based on the assumption that the Contractor will receive the notice to proceed by 10 October 2001. The completion date for the **base work** will be extended by the number of days after this date that the Contractor receives the notice to proceed, except to the extent that the delay of issuance of the notice to proceed results from the failure of the Contractor to execute the Contract and give the required performance and payment bonds within the time specified. The completion dates for **optional work** may be extended as described in Section 01005, Paragraph SCHEDULING OF OPTIONAL WORK.

SC-1.46 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Item(s) 0002 ~~through 0008 and 0003~~ at any time, or not at all, but no later than ~~60~~ 120 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be the same as that for the base item(s), and will be measured from the date of receipt of the notice to proceed for the base item(s).

SC-2. LIQUIDATED DAMAGES - CONSTRUCTION (APR 1984) (FAR 52.211-12)

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sums as shown in the schedule below ~~of \$760.00~~ for each day of delay.

<u>1) All work specified in Paragraph SC-1.1</u>	<u>\$760.00</u>
<u>2) All work specified in Paragraph SC-1.2</u>	<u>\$760.00</u>
<u>3) All work specified in Paragraph SC-1.3</u>	<u>\$760.00</u>
<u>4) All work specified in Paragraph SC-1.4</u>	<u>\$760.00</u>
<u>Liquidated damages under this contract shall in no event exceed \$760.00 per day, even if the Contractor is delinquent at any one time in completing more than one of the items of work.</u>	

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

SC-3 AND SC-4 DELETED.

SC-5. INSURANCE - WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance period of this Contract at least the kinds and minimum amounts of insurance required in the Insurance Liability Schedule or elsewhere in the Contract.

(b) Before commencing work under this Contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective:

(1) for such period as the laws of the State in which this Contract is to be performed prescribe;
or

(2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this Contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the Contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(d) Insurance Liability Schedule (FAR 28.307-2)

(1) Workers' compensation and employer's liability. Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when Contract operations are so commingled with a Contractor's commercial operation that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in states with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(2) General Liability.

(a) The Contracting Officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(b) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(3) Automobile liability. The Contracting Officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(4) Aircraft public and passenger liability. When aircraft are used in connection with performing the Contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(5) Environmental Liability. If this contract includes the transport, treatment, storage, or disposal of hazardous material waste the following coverage is required.

The Contractor shall ensure the transporter and disposal facility have liability insurance in effect for claims arising out of the death or bodily injury and property damage from hazardous material/waste transport, treatment, storage and disposal, including vehicle liability and legal defense costs in the amount of \$1,000,000.00 as evidenced by a certificate of insurance for General, Automobile, and Environmental Liability Coverage. Proof of this insurance shall be provided to the Contracting Officer.

SC-6 CONTINUING CONTRACTS (ALTERNATE) (EFARS 52.232-50002) (MAR 1995):

(a) Funds are not available at the inception of this contract to cover the entire contract price. The sum of \$700,000.00 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds, together with funds provided by one or more non-federal project sponsors will be reserved for this contract. The liability of the United States for payments beyond the funds reserved for this contract is contingent on the reservation of additional funds.

(b) Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not be considered a breach of this contract, and shall not entitle the Contractor to a price adjustment under the terms of this contract, except as specifically provided in paragraphs (e) and (h) below.

(c) The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

(d) If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

(e) No payments will be made after exhaustion of funds except to the extent that additional funds are reserved for the contract. If and when sufficient additional funds are reserved, the Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of this contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat 97, as in effect on the first day of the delay in such payment.

(f) Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the contractor to any price adjustment under a "Suspension of Work" or similar clause or in any other manner under this contract.

(g) An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

(h) If, upon the expiration of sixty (60) days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be at no cost to the Government, except that, to the extent that additional funds to make payment therefore are allocated to this contract, it may be treated as a termination for the convenience of the Government.

(i) If at any time, it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the contractor, to reduce said reservation by the amount of such excess.

(j) The term "Reservation" means monies that have been set aside and made available for payment under this Contract..

SC-7. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) (FAR 52.236-1): The Contractor shall perform on the site, and with its own organization, work equivalent to at least fifteen percent (15%) of the total amount of work to be performed under the Contract. The percentage may be reduced by a supplemental agreement to this Contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

SC-8. PHYSICAL DATA (APR 1984) (FAR 52.236-4): Data and information furnished or referred to below is for the Contractor's information. The Government will not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) Weather Conditions: Each bidder shall be satisfied before submitting his bid as to the hazards likely to arise from weather conditions. Complete weather records and reports may be obtained from any National Weather Service Office.

(b) Transportation Facilities: Each bidder, before submitting his bid, shall make an investigation of the conditions of existing public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress at the jobsite. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of the work.

SC-9 THROUGH SC-12 DELETED.

SC-13. IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY (APR 1984) (FAR 52.245-3): The Government will furnish to the Contractor the property identified in the schedule to be incorporated or installed into the work or used in performing the contract. The listed property will be furnished to the Contractor at the place designated by the Contracting Officer. The Contractor is required to accept delivery, pay any demurrage or detention charges, and unload and transport the property to the jobsite at its own expense. When the property is delivered, the Contractor shall verify its quantity and condition and acknowledge receipt in writing to the Contracting Officer. The Contractor shall also report in writing to the Contracting Officer within 24 hours of delivery any damage to or shortage of the property as received. All such property shall be installed or incorporated into the work at the expense of the Contractor, unless otherwise indicated in this contract. Delivery site location for Government Furnished Property is the Dam site.

SCHEDULE

QUANTITY	ITEM	DESCRIPTION	VALUE (TOTAL)
1	Winch	Lifting Beam Latch Control Winch	\$2000.00

SC-14. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995)- (EFARS 52.231-5000)

(a) This clause does not apply to terminations. See 52.249-5000, Basis for Settlement of Proposals and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IV. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the contracting officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply.

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the contracting officer shall request the contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

(e) Copies of EP1110-1-8 "Construction Equipment Ownership and Operating Expense Schedule" Volumes 1 through 12 are available in Portable Document Format (PDF) and can be viewed or downloaded at <http://www.usace.army.mil/inet/usace-docs/eng-pamphlets/cecw.htm>. A CD-ROM containing (Volumes 1-12) is available through either the Superintendent of Documents or Government bookstores. For additional information telephone 202-512-2250, or access on the Internet at http://www.access.gpo.gov/su_docs.

SC-15. PAYMENT FOR MATERIALS DELIVERED OFF-SITE (MAR 1995)-(EFARS 52.232-5000)

(a) Pursuant to FAR clause 52.232-5, Payments Under Fixed Priced Construction Contracts, materials delivered to the contractor at locations other than the site of the work may be taken into consideration in making payments if included in payment estimates and if all the conditions of the General Provisions are fulfilled. Payment for items delivered to locations other than the work site will be limited to: (1) materials required by the technical provisions; or (2) materials that have been fabricated to the point where they are identifiable to an item of work required under this contract.

(b) Such payment will be made only after receipt of paid or receipted invoices or invoices with canceled check showing title to the items in the prime contractor and including the value of material and labor incorporated into the item. In addition to petroleum products, payment for materials delivered off-site is limited to the following items: Any other construction material stored offsite may be considered in determining the amount of a progress payment.

SC-16 AND SC-17 DELETED.

SC-18. CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS (OCT 1996) (52.0236-4001 EBS)

(a) The Government--

(1) Will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. The Government will not give the Contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

(b) The Contractor shall--

(1) check all drawings furnished immediately upon receipt;

(2) Compare all drawings and verify the figures before laying out the work;

(3) Promptly notify the Contracting Officer of any discrepancies;

and

(4) Be responsible for any errors which might have been avoided by complying with this paragraph (b).

(c) Large scale drawings shall, in general, govern small scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

SC-19 THROUGH SC-21 DELETED.

SC-22. EPA ENERGY STAR: The Government requires that certain equipment be Energy Star compliant. Initially, the sole Energy Star requirement shall be the self certification by the bidder that the specified equipment is Energy Star compliant. Within 3 months of the availability of an EPA sanctioned test for Energy Star compliance, the Contractor shall submit all equipment upgrades and additions for testing and provide proof of compliance to the Government upon completion of testing. Testing shall be at the Contractor's expense.

SC-23. RECOVERED MATERIALS: The Corps of Engineers encourages all bidders to utilize recovered materials to the maximum extent practicable. The attached APPENDIX R contains procurement guidelines for products containing recovered materials.

APPENDIX R

PART 247 - COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

40 CFR Ch. 1 (9-1-99 Edition)

Subpart B-Item Designations

§ 247.10 Paper and paper products.

Paper and paper products, excluding building and construction paper grades.

§ 247.11 Vehicular products.

- (a) Lubricating oils containing re-refined oil, including engine lubricating oils, hydraulic fluids, and gear oils, excluding marine and aviation oils.
- (b) Tires, excluding airplane tire
- (e) Reclaimed engine coolants, excluding coolants used in non-vehicular applications.

247.12 Construction products.

- (a) Building insulation product including the following items:
 - (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock vermiculite, and perlite;
 - (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool).
 - (3) Board (sheathing, roof decking wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
 - (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate and spray-on cellulose.
- (b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (cover board).
- (c) Cement and concrete, including concrete products such as pipe and block, containing coal fly as ground granulated blast furnace (GGBF) slag.
- (d) Carpet made of polyester fiber use in low- and medium-wear applications.
- (e) Floor tiles and patio block containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g) (1) Consolidated latex paint used for covering graffiti; and
- (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood and metal surfaces.

§247.13 Transportation products.

- (a) Traffic barricades and traffic cones used in controlling or restricting vehicular traffic.

- (b) Parking stops made from concrete or containing recovered plastic or rubber.
- (c) Channelizers containing recovered plastic or rubber.
- (d) Delineators containing recovered plastic, rubber, or steel.
- (e) Flexible delineators containing recovered plastic.

§ 247.14 Park and recreation products

- (a) Playground surfaces and running tracks containing recovered rubber or plastic.
- (b) Plastic fencing containing recovered plastic for use in controlling snow or sand drifting and as a warning/safety barrier in construction or other applications.

247.15 Landscaping products.

- (a) Hydraulic mulch products containing recovered paper or recovered wood used for hydroseeding and as an over-spray for straw mulch in landscaping, erosion control, and soil reclamation.
- (b) Compost made from yard trimmings, leaves, and/or grass clippings for use in landscaping, seeding of grass or other plants on roadsides and embankments, as a nutritious mulch under trees and shrubs, and in erosion control and soil reclamation.
- (c) Garden and soaker hoses containing recovered plastic or rubber.
- (d) Lawn and garden edging containing recovered plastic or rubber.

§ 247.16 Non-paper office product.

- (a) Office recycling containers and office waste receptacles.
- (b) Plastic desktop accessories.
- (c) Toner cartridges.
- (d) Binders.
- (e) Plastic trash bags.
- (f) Printer ribbons.
- (g) Plastic envelopes.

§ 247.17 Miscellaneous products.

Pallets containing recovered wood, plastic, or paperboard.

INDEX OF DRAWINGS

EMERGENCY GANTRY CRANE REHABILITATION AND REPAIR LIBBY DAM, MONTANA Drawing No. E-53-21-11

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title Sheet		6 APR 01
2	M-1	Equalizer Sheave Mods		6 APR 01
3	E-1	Electrical Details 1		6 APR 01
4	E-2	Electrical Details 2		6 APR 01
5	E-3	Electrical Details 3		6 APR 01
6	E-4	Electrical Details 4		6 APR 01
7	E-5	Electrical Details 5		6 APR 01
8	E-6	Electrical Details 6		6 APR 01
9	E-7	Electrical Details 7		6 APR 01

REFERENCE DRAWINGS

Reference drawings provided show conditions at time of construction. These drawings are furnished for information only and the Government does not warrant that conditions will be exactly as shown. Minor deviations can be anticipated and shall not be the basis for a claim for extra compensation.

REF. DWG. NUMBER	SHEET NUMBER	PLATE NUMBER	TITLE	REV. NO.	DATE
1	1145-1		75/60/10 Gantry Crane General Drawing Intake Crane		6MAR75
2	7429-D1		20 Ton Gantry Crane General Assembly Selective Withdrawal Crane		5MAR76

STANDARD DETAILS BOUND IN THE SPECIFICATIONS

DRAWING NUMBER	SHEET NUMBER	TITLE	DATE
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SECTION 01501 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

1	Hard Hat Sign	10SEP90
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END OF SECTION

SECTION 01005

SITE SPECIFIC SUPPLEMENTARY REQUIREMENTS

1. CONDUCT OF WORK:

1.1 COORDINATION AND WORK HOURS

1.1.1 Coordination with using agencies shall be made through the Contracting Officer to assist the Contractor in completing the work with a minimum of interference and inconvenience.

1.1.2 Work hours in the construction area will be restricted to 6:30 a.m. to 5:00 p.m. daily, Monday through Friday, excluding holidays. The Contractor shall not access the construction area before 6:30 a.m. and shall be off site before or by 5:00 p.m. Requests for alternate work schedules may be considered, but will be approved only by the Contracting Officer. Alternate work schedules will not be approved if a Government quality assurance inspector is not available to be on site full time during all hours outside those previously stated.

1.2 CONTRACTOR SECURITY

The Corps of Engineers will not be responsible for providing security for Contractor-owned/controlled equipment, supplies, or materials. The Contractor shall provide those necessary security measures.

1.3 KEYS

Keys are required for access to the construction area and will be provided by the Contracting Officer. The Contractor shall be responsible for Government-owned keys issued for this contract. Upon completion of the work, or upon request of the Contracting Officer, key or keys shall be returned. Should the Contractor lose a key:

a. the Contracting Officer shall be notified, in writing, within three (3) working days after the loss is discovered, and

b. should the key not be found before final acceptance, the final contract payment shall be reduced by \$100.00 for re-keying.

1.4 SCHEDULING OF OPTIONAL WORK

1.4.1 Should optional work for corrosion control on intake gantry crane be awarded, this crane will be made available to the Contractor not later than 1 July 2002. The completion date for this work will be extended one day for each day that availability is delayed, **except to the extent that the delay results from the failure of the Contractor to complete base work on the intake gantry crane by the date specified in Special Clause SC-1.2.** The Contractor shall perform no corrosion control work on this crane until directed to do so by the Contracting Officer.

1.4.2 Should optional work for corrosion control on selective withdrawal crane be awarded, this crane will be made available to the Contractor not later than 1 August 2002. The completion date for this work will be extended by the number of days after this date that the crane is made available, except to the extent that the delay results from the failure of the Contractor to execute the Contract in a timely manner. The Contractor shall perform no corrosion control work on this crane until directed to do so by the Contracting Officer.

2. PERSONNEL IDENTIFICATION

2.1 EMPLOYEE LISTING

The Contractor shall submit a complete listing of Contractor personnel, including job title and identification credential number, who will be working on the project. This listing shall be updated as needed to ensure that the Government has been notified of any changes of Contractor Personnel in advance of new personnel engaging in work on the project. The Government will allow access to the controlled areas of only the Contractor Personnel authorized in advance and included on the employee listing.

2.2 Identification Credentials

Contractor personnel shall either be issued a photo identification card (ID) by the Contractor or agree to provide their individual vehicle driver's license as an appropriate identification credential. In either case, the identification number shall be included on the listing required above. If the Contractor determines to issue ID cards to its employees, the following information shall be included:

Contractor Identification and Card Number Indicating Employees:

- | | |
|---------------------|--------------|
| o Full Name | o Height |
| o Current Address | o Weight |
| o Birth Date | o Hair Color |
| o Recent Photograph | o Eye Color |

2.3 Employee Termination

If a Contractor employee resigns or is terminated the Contracting Officer, or designated representative shall be so notified at the earliest opportunity, but in no case later than the start of the succeeding workday.

2.4 Access Control

Contractor personnel shall be instructed to present identification credential upon request by proper authority as established by the Contracting Officer.

3. UTILITY OUTAGES

Contractor shall coordinate utility outages with the Contracting Officer at least 7 days in advance. Outages shall be kept to a minimum and any one outage shall not last more than 2 hours.

4. PROTECTION OF GOVERNMENT PROPERTY

In addition to requirements of the CONTRACT CLAUSES, Contractor shall protect all Government property within the buildings in which he is working, except for such property as is required to be demolished. Property which is to be demolished shall be protected until its scheduled demolition time. Protection shall include, but not be limited to, protection from construction generated dust, debris, water, and vibration.

END OF SECTION

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